



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC		Dent. SHR		A		Contract Number	
County Department SHERIFF					Dept. SHR		Orgn. SHR		Contractor's License No.	
County Department Contract Representative ROD HOOPS					Telephone (909) 387-0640		Total Contract Amount			
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:										
If not encumbered or revenue contract type, provide reason: _____										
Commodity Code			Contract Start Date		Contract End Date		Original Amount		Amendment Amount	
Fund SCB	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.		Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.		Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.		Amount		
Project Name Trimester Use of Force Training				Estimated Payment Total by Fiscal Year						
				FY	Amount	I/D	FY	Amount	I/D	
Contract Type 2e										

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Chaffey Community College District

hereinafter called CONTRACTOR

Address Campus Police

5885 Haven Avenue

Rancho Cucamonga, CA 91737-3002

Telephone

(909) 941-2642

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the COUNTY conducts Trimester Use of Force training classes for law enforcement personnel;
AND,

WHEREAS, the CONTRACTOR desires to enter into a contract for participation of its law enforcement employees in said classes;

NOW, THEREFORE, the parties agree as follows:

I. SCOPE OF SERVICES.

- A. COUNTY shall provide Trimester Use of Force training to CONTRACTOR's law enforcement employees in accordance with the San Bernardino County Sheriff's Department Use of Force Training and Qualifications Program. Said training shall be conducted in accordance with guidelines established in the official program manual, a copy of which shall be furnished to CONTRACTOR prior to the

commencement of services hereunder. Additionally, a copy of said guidelines shall be maintained by COUNTY for review by any interested third party.

- B. COUNTY shall provide a Safety Officer who shall coordinate with CONTRACTOR to ensure the proper use of the COUNTY's facilities.
- C. The Sheriff's Department Safety Officer shall be in complete charge and control of all activities during all training sessions.
 - 1. All participants shall conduct themselves in accordance with the San Bernardino County Frank Bland Regional Training Center Range Rules and Regulations which will be presented to the participants prior to the commencement of service hereunder.
 - 2. Violations of rules and regulations may result in immediate termination of participants rights to further training under this contract.

II. CONSIDERATION.

CONTRACTOR shall compensate the COUNTY at the rate of \$44, per student, per trimester. CONTRACTOR shall be billed in arrears at the end of each trimester's training sessions. CONTRACTOR will submit payment to the Sheriff's Training Center for the costs billed. COUNTY shall have the right to renegotiate the rate for training provided under this contract at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed to in writing by both parties in the form of an amendment to this contract. It shall be the sole responsibility of the CONTRACTOR to ensure that all students arrive for all training sessions.

III. TERM AND TERMINATION.

The term of this contract shall be for a period of three years commencing upon the date of approval by the San Bernardino County Board of Supervisors. This contract may be terminated at any time, with or without cause, by either party, upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination.

IV. NOTICES.

All notices required to be given under this contract shall be in writing and delivered to the other party by registered or certified mail, postage prepaid. The addresses of the parties hereto, until further notice, are as follows:

CONTRACTOR: Chaffey Community College District
Campus Police
5885 Haven Avenue
Rancho Cucamonga, CA 91737-3002

COUNTY: San Bernardino County Sheriff's Department
Bureau of Administration, Contracts Unit
P.O. Box 569
San Bernardino, CA 92402-0569

V. INDEMNIFICATION.

The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY and its officers, employees, agents, and volunteers from any and all claims actions, losses damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors, or omissions of any persons and for any costs or expenses incurred by the COUNTY on account of any claim, therefore, except where such indemnification is prohibited by law. CONTRACTOR specifically agrees that this indemnification/defense clause and hold harmless clause is intended to extend to all acts of active or passive negligence, whether sole or concurrent, and that CONTRACTOR's duty to indemnify, defend and/or hold harmless is intended to be as broad and inclusive as is permitted by the law of the State of California, and that further if any portion thereof is held invalid, it is agreed that the balance, shall, notwithstanding, continue in full legal force and effect.

VI. INSURANCE.

Without in any way affecting the indemnity herein provided and in addition hereto, the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- A. Workers' Compensation. A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- B. Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than three million dollars (\$3,000,000).

- C. Additional Named Insured. All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the COUNTY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights. CONTRACTOR shall require the carriers of the above-required coverages to waive all rights and subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors.
- E. Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- F. Proof of Coverage. CONTRACTOR shall immediately furnish certificates of insurance to the Sheriff's Department evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of the agreement, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review. The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
- Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.
- H. The CONTRACTOR may accomplish the insurance requirements herein through a State approved self-insurance program.

VII. AUTHORITY.

The Sheriff of San Bernardino County shall have the right to exercise the COUNTY's authority under this contract including the right to give notice of termination of behalf of the COUNTY at his sole discretion.

VIII. FULL UNDERSTANDING.

This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, this contract supersedes all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

IX. CONCLUSION.

This contract consisting of five (5) pages is the full and complete document describing the services to be rendered by COUNTY to CONTRACTOR, including all covenants, conditions and benefits.

RJ CONTriUOF-ChaffeyCCD03-06.doc

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Chaffey Community College District
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Campus Police
Address 5885 Haven Avenue

Rancho Cucamonga, CA 91737-3002

Approved as to Legal Form

►
County Counsel, by Kevin L. Norris, Deputy

Date _____

Reviewed by Contract Compliance

►

Date _____

Reviewed for Processing

►
Agency Administrator/CAO

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database <input type="checkbox"/> FAS	
Input Date	Keyed By